

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	08-13555 (SCC)
	:	
Debtors.	:	(Jointly Administered)
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	:	
KA KIN WONG, <i>et al.</i>	:	
	:	
Plaintiffs,	:	
vs.	:	Adversary Proceeding
	:	No.: 09-01120 (SCC)
LEHMAN BROTHERS HOLDINGS INC, <i>et al.</i>	:	
	:	
Defendants.	:	

**STIPULATION AND ORDER
OF DISMISSAL WITH PREJUDICE**

WHEREAS, on March 12, 2009, Plaintiffs filed the complaint in the above-captioned action and filed an amended complaint on November 29, 2010;

WHEREAS, Plaintiffs allege in the amended complaint that they and others similarly situated purchased notes issued by Pacific International Finance Limited (“Pacific”) – known as “Minibonds” – and that Pacific invested the funds raised from the Minibonds issuance in other securities that Pacific placed in a trust administered by HSBC Bank USA, N.A. (the “Minibonds Trustee”);

WHEREAS, in connection with their purchases of Minibonds, in the amended complaint Plaintiffs brought certain claims against Lehman Brothers Holdings, Inc. (“LBHI”) and Lehman Brothers Special Financing Inc. (“LBSF”) derivatively on behalf of the Minibonds Trustee and brought other allegedly direct claims against LBHI, LBSF, and others on their own behalf and on behalf of others similarly situated;

WHEREAS, on March 27, 2011, LBHI, LBSF, Pacific, and the Minibonds Trustee, among other parties, agreed to settle disputes among them relating to the Minibonds, and in connection therewith, executed releases in favor of the other parties to the settlement, which releases include releases by the Minibonds Trustee in favor of LBHI and LBSF; and

WHEREAS, on August 7, 2015, pursuant to the Court's direction at a status conference on August 4, 2015, counsel for Plaintiffs was provided a copy of the March 27, 2011 settlement agreement;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel on behalf of Plaintiffs, LBHI, and LBSF, subject to approval by the Court, as follows:

1. All claims in the complaint and amended complaint against defendants LBHI and LBSF are dismissed with prejudice; and
2. Each party to this stipulation shall bear its own costs, legal fees, and expenses with respect to the adversary proceeding and any related matters.

Dated: New York, New York
October 23, 2015

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SO ORDERED:

October 30, 2015

/S/ Shelley C. Chapman
Honorable Shelley C. Chapman
United States Bankruptcy Judge